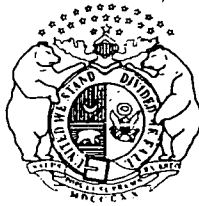


01464

RECEIVED
NOV 19 1998
MISSOURI
ATTORNEY GENERAL

Before the
Administrative Hearing Commission
State of Missouri

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'98 NOV 25 AM 8 38



DIVISION OF
PROFESSIONAL
REGISTRATION

STATE COMMITTEE OF PSYCHOLOGISTS,)

Petitioner,)

vs.)

MICHAEL SWEENEY, Ph.D.,)

Respondent.)

No. 98-003105 PS


CONSENT ORDER

The licensing authority filed a complaint. Section 621.045, RSMo Supp. 1997, gives us jurisdiction.

On November 10, 1998, the parties filed a "Joint Stipulation of Facts, Waiver of Hearing Before the Administrative Hearing Commission and State Committee of Psychologists and Consent Order with Joint Proposed Findings of Fact and Conclusions of Law." Our review of the document shows that the parties have stipulated to certain facts and waived their right to a hearing before us. We find that the facts stipulated are true. We conclude that the licensee is subject to discipline under section 337.035.2(5), RSMo Supp. 1997. We incorporate the parties' proposed findings of fact and conclusions of law into this Consent Order under Regulation 1 CSR 15-2.450(1)(B). We certify the record to the licensing agency under section 621.110, RSMo 1994.

No statute authorizes us to determine whether the agency has complied with the provisions of section 621.045.3. This is consistent with the holding that we have no role in superintending agency compliance with statutory procedures. *Missouri Health Facilities Review Comm. v. Administrative Hearing Comm'n*, 700 S.W.2d 445, 450 (Mo. banc 1985). Therefore, we do not determine whether the agency complied.

SO ORDERED on November 18, 1998.


WILLARD C. REINE
Commissioner

BEFORE THE
ADMINISTRATIVE HEARING COMMISSION
STATE OF MISSOURI

FILED
NOV 10 1998
ADMINISTRATIVE HEARING
COMMISSION

STATE COMMITTEE OF PSYCHOLOGISTS)
3605 Missouri Boulevard)
Jefferson City, MO 65102)

Petitioner,)

v.)

MICHAEL SWEENEY, Ph.D.)
400 East Red Bridge Rd., Suite 218)
Kansas City, MO 64131)

Respondent.)

No. 98-003105 PS

**JOINT STIPULATION OF FACTS, WAIVER OF HEARING
BEFORE THE ADMINISTRATIVE HEARING COMMISSION AND
STATE COMMITTEE OF PSYCHOLOGISTS AND CONSENT ORDER
WITH JOINT PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

Pursuant to the rules governing practice and procedure before the Administrative Hearing Commission (1 CSR 15-2.450(1)) and pursuant to the terms of § 536.060, RSMo 1994, as it is made applicable to the Administrative Hearing Commission by § 621.135, RSMo 1994, the parties waive the right to a hearing of the above-styled case by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the State Committee of Psychologists under § 621.135, RSMo 1994, and jointly stipulate to the facts and consent to the imposition of disciplinary action against the psychologist's license of Respondent for violations of statutes set forth below.

Respondent acknowledges that he has received and reviewed a copy of the Complaint filed by the State Committee of Psychologists in this case and the parties submit to the jurisdiction of the Administrative Hearing Commission.

The Respondent acknowledges that he is aware of the various rights and privileges afforded him by law, including the right to appear and be represented by counsel; the right to have a copy of the complaint served upon him by the Administrative Hearing Commission prior to the entering of its order; the right to have all charges against Respondent proven upon the record by competent and substantial evidence; the right to cross-examine any witness appearing at the hearing against Respondent; the right to present evidence on Respondent's own behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the complaint pending against Respondent; and the right to a ruling on questions of law by an administrative hearing commissioner. Being aware of these rights provided the Respondent by operation of law, the Respondent, Michael Sweeney, Pd.D. , knowingly and voluntarily waives each and every one of these rights and freely enters into this Joint Stipulation of Facts, Waiver of Hearing Before the Administrative Hearing Commission and State Committee of Psychologists and Consent Order with Joint Proposed Findings of Fact and Conclusions of Law and agrees to abide by the terms of this document as they pertain to Respondent.

I.

Based upon the foregoing, the Petitioner and the Respondent jointly stipulate to the following and request that the Administrative Hearing Commission adopt as its own the Joint Proposed Findings of Fact and the Joint Proposed Conclusions of Law as the Administrative Hearing Commission's Findings of Fact and Conclusions of Law:

JOINT PROPOSED FINDINGS OF FACT

1. The State Committee of Psychologists (the "Committee") is an agency of the state of Missouri created and established pursuant to § 337.050, RSMo 1994, for the purpose of executing and enforcing the provisions of Chapter 337, RSMo.

2. Michael Sweeney, Ph.D. (the "Respondent") is licensed by the Committee as a psychologist, License No. PY 01464. The Respondent's Missouri license is current and active and was so at all times relevant herein.

3. Respondent was a licensed psychologist practicing with Hutchinson & Associates in Kansas City, Missouri beginning in 1990 until December 26, 1996.

4. Hutchinson & Associates maintained an office policy that bills for client services rendered by Sweeney were sent out of the administrative office of Hutchinson & Associates. Any payments received personally by Sweeney were to be promptly forwarded to the administrative office of Hutchinson & Associates.

5. In dereliction of this office policy concerning billing clients for services rendered by a licensed psychologist, Sweeney, for a brief period in 1996, personally received and cashed checks from clients after providing psychological services to the client and failed to timely inform the administrative office of Hutchinson & Associates that he had received payment.

6. Sweeney failed to timely remit client accounts and failed to timely account to Hutchinson & Associates for receipts received in the following cases:

a. Patient S.H. paid Sweeney on October 9, 1996 with a personal check in the amount of one hundred (\$100) dollars for psychological services. Sweeney personally cashed the check, but did not report payment to Hutchinson & Associates, who subsequently mailed a bill to Patient S.H. requesting payment for the same services.

b. Patient S.P. paid Sweeney on two separate occasions with personal checks each in the amount of fifty (\$50) dollars for psychological services. These checks were personally cashed by Sweeney and he failed to timely report \$50 of the \$100 total to Hutchinson & Associates.

c. Patient B.M. paid Sweeney on seven different occasions with personal checks for seventy (\$70) dollars each for a total of \$490 for psychological services. Sweeney personally cashed all seven checks and failed to timely report payment to Hutchinson & Associates.

d. Patient M.C. paid Sweeney on three different occasions with personal checks for eighty (\$80) dollars each for a total of \$240 for psychological services. Sweeney personally cashed all three checks and failed to timely report payment to Hutchinson & Associates.

e. Patient K.C. paid Sweeney on July 27, 1996 with a personal check for two hundred (\$200) dollars for psychological services. Sweeney personally cashed the check. On October 31, 1996, Sweeney submitted only a cash payment of \$50 to Patient K.C.'s account with Hutchinson & Associates and failed to timely remit the remaining sums received.

f. Patient S.V. paid Sweeney with a personal check for two- hundred and ten (\$210) dollars for psychological services. Sweeney personally cashed the check and failed to timely report such payment to Hutchinson & Associates.

g. Patient P.M. paid Sweeney with five personal checks for one hundred (\$100) dollars each and one check for one hundred and fifty (\$150) dollars for

psychological services. Sweeney personally cashed these checks and failed to timely report such payments to Hutchinson & Associates.

7. On November 14, 1996, Marilyn Hutchinson and Sweeney had a discussion relative to his recent behaviors which included issues concerning whether Sweeney had timely remitted certain client payments. Thereafter, on November 20, 1996, Hutchinson & Associates placed Sweeney on a "leave of absence". As part of their discussions on November 14, 1996 and again on November 20, 1996, Sweeney agreed with Hutchinson & Associates that the sums then due Hutchinson & Associates for those client services should be deducted from other sums owed by Hutchinson & Associates to Sweeney.

8. Following their discussions on November 14, 1996, Sweeney voluntarily underwent a medical evaluation to determine if there was a medical cause which resulted in Sweeney's conduct as described in paragraph 6. After a series of consultations with a new psychiatrist, it was determined that Sweeney should be taken off the medication which had previously been prescribed: Ritalin and Effexor.

9. In mid-December 1996, Sweeney made arrangements, after the psychiatrist indicated that he did not do individual therapy, to commence intensive psychotherapy with a licensed psychologist, Larry Nieters, Ph.D. for the purpose of assisting Sweeney in addressing stress and other matters affecting Sweeney's personal life.

10. Since that time, Sweeney has remained under the continuous care and treatment of Dr. Nieters. This treatment continues at the time of the execution of this agreement.

11. Hutchinson & Associates subsequently suspended Sweeney from any further practice with them in December, 1996. Shortly thereafter, Sweeney elected to terminate his

relationship with Hutchinson & Associates, and advised Hutchinson & Associates that he would be entering private practice as a solo practitioner.

12. Since January 1997, Sweeney has been engaged in private practice as a sole practitioner with offices located at 400 E. Red Bridge Road, Suite 218, Kansas City, Missouri 64131.

13. Upon entering private practice, Sweeney engaged the services of Debra Bode, R.N., M.S., to serve as his office manager and bookkeeper. Debra Bode serves in a similar capacity for another psychologist in the same building.

14. Sweeney retained Debra Bode in order to remove himself from the direct aspects of client billing, insurance billing, client and insurance receipts, and other day to day financial matters relative to maintaining a psychological practice.

15. A description of the office procedures, practices, and protocols that were developed by and between Sweeney and Debra Bode relative to such matters and which have been implemented and maintained by Sweeney since said time to the current is attached hereto and incorporated herein as exhibit "A".

16. Sweeney voluntarily underwent an independent psychiatric/psychological comprehensive evaluation. The results of the evaluation and a supplement to re-evaluation were submitted by Sweeney to the Committee.

17. The evaluating clinicians in their report expressed the opinion that Sweeney was not impaired and that the major precipitating cause for his previous conduct was the result of an adverse reaction to the medicine, Ritalin and Effexor, which although lawfully prescribed, impaired his personal judgment with respect to certain matters.

JOINT PROPOSED CONCLUSIONS OF LAW

18. Cause exists for discipline against Sweeney's psychologist license pursuant to § 337.035.2, RSMo Supp. 1997, which provides:

2. The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes;

* * *

(5) . . . Misconduct . . . in the performance of the functions or duties of any profession licensed or regulated by this chapter;

* * *

19. Cause exists for Petitioner to take disciplinary action against the psychologist's license of Sweeney pursuant to § 337.035.2(5), RSMo Supp. 1997.

II.

DISCIPLINARY ORDER

A. DISCIPLINE IMPOSED

1. By agreement of the parties, License No. PY01464 of Michael Sweeney ("Licensee") is hereby placed on probation for two (2) years (the disciplinary period). During the disciplinary period, Licensee must adhere to the following terms and conditions:

B. REQUIREMENTS FOR ONGOING PSYCHOTHERAPY

1. During the disciplinary period, Licensee shall remain under the care and treatment of Dr. Larry Nieters, Ph.D. Licensee shall, at his own expense, attend psychotherapy sessions no less than once every two months with Dr. Nieters or at

a greater frequency if recommended by Dr. Nieters. In the event Dr. Nieters becomes unable or decides not to continue serving in his capacity as a treating psychologist during the disciplinary period, then, the Licensee shall:

- a. within three (3) business days of being notified of Dr. Nieters' inability or decision not to continue serving as the treating psychologist or otherwise learning of the need to secure a treating psychologist, advise the State Committee in writing that he is needing to secure a treating psychologist and the reasons for such change; and
 - b. within twenty (20) business days of being notified of Dr. Nieters' inability or decision not to continue serving as the treating psychologist or otherwise learning of the need to secure a treating psychologist, secure a treating psychologist pursuant to and in accordance with the terms and conditions set forth in this agreement.
2. During the disciplinary period, Licensee shall cause Dr. Nieters, or his successor treating psychologist, to file a report on Licensee's progress with the State Committee of Psychologists every six months. It is Licensee's responsibility to ensure that these written reports are provided in a timely manner. Licensee shall execute a written release which shall allow Dr. Nieters or his successor to furnish the Committee with all records of counseling with Licensee.

C. REQUIREMENTS REGARDING PSYCHOLOGICAL EVALUATION

1. At Licensee's expense, Licensee agrees to undergo a comprehensive psychological evaluation to assess his then current functioning and effects of such functioning relative to his ability to practice psychology. The comprehensive psychological evaluation shall be completed on or prior to August 15, 1999 and written report by the evaluator of the evaluation shall be submitted to the State Committee on or prior to August 31, 1999.
2. Within twenty (20) business days of the effective date of this agreement, Licensee shall submit the name of a proposed psychologist to conduct the evaluation. The Committee may approve this proposed psychologist, or may require Licensee to submit additional names of psychologists which the Licensee shall submit within twenty (20) business days of the Committee's request.
3. It shall be Licensee's responsibility to ensure that the evaluation is submitted by the evaluating psychologist to the State Committee of Psychologists.
4. The evaluating psychologist shall be released to discuss the purpose and methods of the evaluation with a representative of the State Committee of Psychologists prior to performing the evaluation. The evaluation will be pursuant to consultation with the State Committee of Psychologists. While Licensee will pay for the evaluation, the evaluating psychologist will work on behalf of the State Committee of Psychologists.
5. Licensee shall abide by the recommendations of the evaluating psychologist set forth in the psychological evaluation. Licensee shall engage in all psychological testing, evaluation, supervision, therapy or other treatment recommended. If

therapy is deemed appropriate, the treating health care provider must be different from the professional performing the evaluation and must be approved by the State Committee of Psychologists. Licensee shall commence any recommended therapy or treatment with Dr. Nieters or his successor therapist, within twenty (20) days of the evaluation completion date.

6. If therapy is deemed appropriate, it must be continued according to the frequency of sessions recommended by the evaluating psychologist. The treatment modality or plan shall reflect issues and themes recommended by the evaluating psychologist as well as any additional treatment goals. Ongoing treatment and documentation should address the evaluating psychologist's recommendation.

D. FINANCIAL ACCOUNTING

1. During the disciplinary period, Licensee shall maintain in force and effect the financial and billing policies as more particularly described in Exhibit "A". Should Debra Bode be unable to serve or continue in her position as the party responsible for handling Sweeney's billing, Licensee agrees to notify the State Committee in writing, within five (5) business days thereof and shall promptly make arrangements to obtain the services of another office manager. Any said successor shall be bound by and shall follow the billing protocol as more particularly described in Exhibit "A".
2. During the disciplinary period, Licensee shall cause Debra Bode or her successor office manager, to file a report every six months relative to Licensee's compliance with the protocols as more particularly set forth in Exhibit "A". It is Licensee's responsibility to ensure that the written report is provided in a timely manner.

3. Licensee further grants to Petitioner or to its duly named representative permission to audit and review during reasonable business hours any and all of Licensee's billing records and financial records which pertain in any way to his delivery or provision of professional psychological services. If Petitioner, or its duly named representative believes, in its sole discretion, that cause exists to retain a Certified Public Accountant to further review Licensee's billing and financial records, then Licensee, at his cost, shall retain a Certified Public Accountant for the purpose of conducting such review as the Certified Public Accountant deems appropriate. Such review shall take place within 30 days of Petitioner notifying Licensee that a Certified Public Accountant shall review Licensee's records.

E. GENERAL REQUIREMENTS

1. Licensee may not serve as a supervisor for any psychological trainee, psychological intern, psychological resident, psychological assistant, or any person undergoing supervision during the course of obtaining licensure as a psychologist, professional counselor, or social worker.
2. Licensee must keep the State Committee of Psychologists apprised at all times, in writing, of Licensee's current home and work addresses and telephone numbers.
3. Licensee is required to pay to the State Committee of Psychologists, in a timely fashion, all requisite fees required by law to renew and keep current Licensee's psychology license in Missouri.
4. Licensee is required to comply with all provisions of Chapter 337, RSMo, the rules and regulations duly promulgated by the State Committee of Psychologists and state and federal criminal laws.

5. Licensee must provide periodic reports of Licensee's compliance with this agreement every six (6) months.
6. At Licensee's expense, Licensee must agree to meet with the State Committee of Psychologists at reasonable intervals designated by the Committee.
7. Upon the expiration of the disciplinary period, the Licensee's license as a psychologist in Missouri shall be fully restored, provided all provisions of this Order and all other requirements of law have been satisfied.
8. If the State Committee of Psychologists determines that the Licensee has violated a term or condition of his discipline, or has otherwise failed to comply with the provision of Chapter 337 RSMo, which violation would be actionable in a proceeding before the State Committee of Psychologists or the Administrative Hearing Commission or a circuit court, the State Committee of Psychologists may elect to pursue any lawful remedies or procedures afforded to it, and is not bound by this order in the selection of remedies concerning such violation.
9. Licensee hereby waives and releases the State Committee of Psychologists, its members and any of its employees, agents, or attorneys, including any former Committee members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this litigation, or from the negotiation or execution of this joint stipulation. The parties acknowledge that this paragraph is severable from the remaining portions

of this joint stipulation in that it survives in perpetuity even in the event that any court of law deems this joint stipulation or any portion thereof void or unenforceable.

10. The parties to this Order understand that the State Committee of Psychologists will maintain this Order as an open record of the Committee as provided in Chapters 337, 610, and 620 RSMo.

F. MISCELLANEOUS

1. This stipulation reflects the entire agreement between Petitioner and Respondent.
2. The execution of this agreement by Respondent is being made for the sole purpose of amicably resolving the matters in dispute with respect to Petitioner and shall not be construed as an admission of any liability or wrongdoing, other than for this cause, of any type or nature, whether criminal, civil or otherwise, and whether the same be through acts of omission or commission.

RESPONDENT

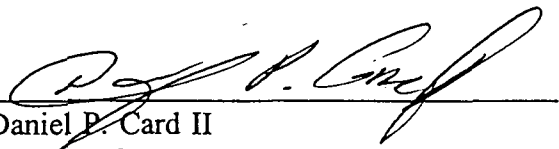
STATE COMMITTEE OF
PSYCHOLOGISTS

Michael R. Sweeney, PhD, 11/03/98
Michael Sweeney date


Pamela Groose 11-10-98
Pamela Groose date
Executive Director

PAULE, CAMAZINE & BLUMENTHAL, P.C.
a Professional Corporation

JEREMIAH W. (JAY) NIXON
Attorney General



Daniel P. Card II
Attorney for Respondent
Missouri Bar No. 24272
Paule, Camazine & Blumenthal, P.C.
165 N. Meramec Avenue, 6th Floor
St. Louis, MO 63105-3772
Telephone: 573-727-2266
Facsimile: 573-727-2101



James O. Ertle
Assistant Attorney General
Missouri Bar No. 49166
7th Floor, Broadway State Office Building
221 West High Street
P. O. Box 899
Jefferson City, MO 65102
Telephone: 573-751-4087
Facsimile: 573-751-5660

MICHAEL R. SWEENEY, Ph.D. - PSYCHOLOGIST

400 East Red Bridge Road Suite 218 Kansas City, Missouri 64131

Telephone: 816-943-8200

October 23, 1998

Reference: Explanation of the Financial Aspect of My Private Practice

The following is a detailed explanation of the financial side of my practice as a psychologist in private practice in Kansas City.

1. Debra Bode, R.N., M.S. is my office manager. She came highly recommended and my wife, Sally, and I interviewed her together before making the decision to hire her. She had valuable experience in working with clients and insurance companies. In addition, her office is conveniently located in the same building and on the same floor as my office. We work closely together.
2. Debra meets with new clients prior to beginning therapy and explains her role as office manager. She makes copies of their insurance card and has them complete and sign the office intake form (see item 1). Debra informs new clients that she will file for insurance and will send them a statement on or about the first of each month. She also collects their first payment at that time. Debra and clients agree on a plan for future payments. She asks that if they have any questions or problems about their account they are to call her directly.
3. I give Debra a daily office sheet which explains to her the clients seen that day, type of therapy, amount paid by the client etc. (see item 2). Also included are checks or cash received by me that day. If any clients pay cash I give them a receipt at the time of payment.
4. Every day Debra goes to the bank and deposits the cash or checks. She keeps a copy of the deposit for her records and gives me a copy of the deposit. She also gives me copy of the day sheet that I gave her (item 2). Thus, we each have duplicate confirmation records of all business conducted for each day.
5. On the first of each month Debra gives me a statement for the previous month (see item 3). If clients should call me and want to discuss their account balance I refer them to Debra.
6. I pay Debra 6 1/2% of all gross receipts. In addition, I pay her \$18.00 each time she meets with new clients prior to initiating therapy. Debra approaches her responsibilities in a professional manner. I often get compliments from clients about

EXHIBIT

A

her work.

7. It has been 22 months since I started my new practice. In that time there has not been a single problem with clients and their financial accounts. I intend to keep it that way. I believe that the financial system now in place will insure that my business operates with honesty, integrity and a personal honor code.

Michael R. Sweeney, PhD

Michael R. Sweeney, Ph.D
Licensed Psychologist

Michael R. Sweeney, Ph.D.400 East Red Bridge Road, Suite 218
Kansas City, Missouri 64131
(816) 943-8200**ITEM # 1****3 Pages**

DATE: _____

CLIENT INFORMATION

Last Name: _____ First Name: _____ M.I.: _____

Address: _____

City: _____ State: _____ Zip: _____

Sex: (M / F) Home Phone: (_____) _____ Work Phone: (_____) _____

Date of Birth: ____/____/____ Social Security #: _____ - _____ - _____ Marital Status: S M W D

Student: YES (Full Part) NO Referred by: _____

RESPONSIBLE PERSON INFORMATION (If other than client) RELATIONSHIP: _____

Last Name: _____ First Name: _____ M.I.: _____

Address: _____

City: _____ State: _____ Zip: _____

Sex: (M / F) Home Phone: (_____) _____ Work Phone: (_____) _____

Date of Birth: ____/____/____ Social Security #: _____ - _____ - _____ Employer: _____

EMPLOYER INFORMATION

Employer: _____

Address: _____

City: _____ State: _____ Zip: _____

EMERGENCY INFORMATION (Nearest relative not living with you)

Name: _____ Telephone: (_____) _____

INSURANCE INFORMATION

Name of Primary Insurance: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____

Client ID Number: _____ Group Number: _____ Employer Insurance Plan?: (Y/N)

Policy Holder Name (if other than client): _____ Date of Birth: ____/____/____

Address (if other than responsible party): _____

City: _____ State: _____ Zip: _____

Relationship to Client: _____

OFFICE POLICIES AND PROCEDURES

Please read the following to help prevent any misunderstandings and to reduce collection attorney costs.

EVALUATION: The fee for this assessment is to be paid in full at the time the service is rendered. In the event the client returns after an absence of greater than twelve months, the client will be reevaluated and charged for an evaluation session on the initial return visit.

INDIVIDUAL SESSIONS: It is essential that reserved, scheduled appointments (50 minutes) be kept, started and ended promptly. Payment for each session is due IN FULL when the services are rendered. Unless 24 hour cancellation notice for your reserved time is given, the full fee will be charged to your account. Insurance reimbursement received by Michael R. Sweeney, Ph.D. will be forwarded to the insured on all accounts paid in full unless other arrangements have been made.

LATE FEE: A 1.5% per month late fee will be assessed on statement balances over sixty (60) days past due.

RETURNED CHECKS: A \$25.00 fee will be assessed for each returned check.

EMERGENCIES: If you are unable to reach Dr. Michael Sweeney and feel you are in an emergency situation, please proceed to your nearest hospital emergency room.

INSURANCE: Your health insurance is a contract between you, your employer and the insurance company. We are not a party to that contract. We strongly recommend that you verify your benefits with your insurance company. Telephone verification is only a general description of your policy, not a guarantee of payment. All charges for service and/or collection are your responsibility.

Signature of Client or Responsible Party

Date

Name of Secondary Insurance: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____

Client ID Number: _____ Group Number: _____ Employer Insurance Plan?: (Y/N)

Policy Holder Name (if other than client): _____ Date of Birth: ____/____/____

Address (if other than responsible party): _____

City: _____ State: _____ Zip: _____

Relationship to Client: _____

RELEASE OF INFORMATION:

I authorize the release of all information, obtained during the course of evaluation or treatment of myself/my dependents, necessary to process insurance claims for payment for services rendered or to pursue collection of unpaid balance on my account.

Signature of Client or Responsible Party_____
Date**ASSIGNMENT OF BENEFITS:**

I authorize payment of medical benefits to Michael R. Sweeney, Ph.D. or the supplier of services rendered. I also request payment of government benefits either to myself or to the party who accepts assignment as indicated on the insurance claim form.

Signature of Client or Responsible Party_____
Date**PROFESSIONAL AGREEMENT: ALL CLIENTS**

I have read, understand and agree with the policy, procedures and fee schedules. I further understand that I am solely financially responsible to Michael R. Sweeney, Ph.D. for payment in full for all services rendered. I fully realize that, should my account balance become delinquent, I will be financially responsible for any legal charges incurred in the collection process.

Signature of Client or Responsible Party_____
Date**FEE SCHEDULES**

\$125.00	Office Consultation, Comprehensive history/exam - 60 minutes (After an absence greater than 12 months, the evaluation fee will be charged for the initial return visit.)
\$100.00	Individual Psychotherapy - 50 minutes
\$150.00	Hospital (In-patient) or non-office visit - 50 minutes

11/11/11 Oct 23/11

INS	Insurance	MC	Medicare
PC	Pulse Card	SP	Self Pay
MTV	Master Card/VISA	OTH	Other (please specify)

12. 11. 1944. 1880 10. 11. 1944. 1880

   **Debra Bode, RN, MS**

400 East Red Bridge Road, Suite 212
Kansas City, Missouri 64131
816-942-6267

September 1, 1998

TO: Michael R. Sweeney, Ph.D.
400 East Red Bridge Road, Suite 218
Kansas City, MO 64131

RE: CHARGES for August 1998

Total patient check payments to current accounts:	\$ 4,072.00
Total patient cash payments to current accounts:	\$ 55.00
Total insurance payments to current accounts:	<u>\$ 4,198.33</u>
TOTAL	= \$ 8,325.33
Credit for Reimbursements to Patients	<u>\$ 864.00</u>
	\$ 7,461.33
Calculated Billing Rate	<u>x 6.5%</u>
	= \$ 484.99
	+
New Client Reveiws \$18.00 x 2	<u>\$ 36.00</u>
TOTAL DUE	= \$ 520.99

THANKS!

ITEM 3

4 PAGES

Michael R. Sweeney, Ph.D.

Page 1

PRACTICE ANALYSIS

090198

09-01-98

Code	Procedure	Amount	Qty	Average	Cost	Rev/Min	Net
0801	Initial Assessment						
	Account:	350.00	3	117	0	0.00	350
0806	Individual Psychotherapy 45min						
	Account:	7,950.00	84	95	0	0.00	7,950
	Standard adjustment						
	Account:	79.98	1	80	0	0.00	80
A	Courtesy Adjustment						
	Account:	-60.00	4	-15	0	0.00	-60
	Applied to Deductible						
	Account:	0.00	4	0	0	0.00	0
	Insurance payment						
	Account:	-4,198.33	79	-53	0	0.00	-4,198
A	Insurance adjustment						
	Account:	-1,181.59	41	-29	0	0.00	-1,182
C	Late Cancel						
	Account:	20.00	2	10	0	0.00	20
S	Appointment Missed						
	Account:	100.00	1	100	0	0.00	100
	Patient payment by check						
	Account:	-4,072.00	43	-95	0	0.00	-4,072
E	Reimbursement for Overpay						
	Account:	864.00	1	864	0	0.00	864
	Patient payment by cash						
	Account:	-55.00	3	-18	0	0.00	-55
Total Charges		\$8,420.00	90				
Total Inside Lab		\$0.00	0				
Total Outside Lab		\$0.00	0				
Total Patient Check Payments		-4,072.00	43				
Total Patient Cash Payments		-55.00	3				
Total Check Co-payments		\$0.00	0				
Total Cash Co-payments		\$0.00	0				
Total Credit Card Payments		\$0.00	0				
Total Insurance Payments		-4,198.33	83				
Total Patient Debit Adj		\$943.98	2				
Total Patient Credit Adj		-60.00	4				
Total Insurance Debit Adj		\$0.00	0				
Total Insurance Credit Adj		-1,181.59	41				
Net Effect on Accts Receivable		-202.94	266				
Total Receivable		\$15,097.22					

Michael R. Sweeney, Ph.D.
Patient Receivable Aging
09-01-98

Page 1
090198

Pat#	Patient Name	--Current-- 0 - 30	--Past-- 31 - 60	--Past-- 61 - 90	--Past-- 91 --->	Total Balance
RTME000)	[REDACTED]					
13)	492-9161					
st Pmt:	08-31-98	\$50.00				
Patient Aging Total		200.00				\$200.00
USKA000)	[REDACTED]					
16)	924-4150					
st Pmt:	07-20-98	\$66.50				
Patient Aging Total		-48.50				-48.50
AUCA000)	[REDACTED]					
16)	358-5061					
st Pmt:	03-04-98	\$25.00				
Patient Aging Total				1490.00		\$1490.00
ECJC000)	[REDACTED]					
st Pmt:	08-31-98	\$45.00				
Patient Aging Total		190.00				\$190.00
RAWI000)	[REDACTED]					
13)	491-4286					
st Pmt:	08-05-98	\$221.50				
Patient Aging Total		279.98	173.80			\$453.78
RMH000)	[REDACTED]					
16)	942-6288					
Patient Aging Total				36.87		\$36.87
ROPH000)	[REDACTED]					
13)	856-3837					
st Pmt:	08-08-98	\$200.00				
Patient Aging Total		200.00				\$200.00
JCDA000)	[REDACTED]					
16)	523-8080					
Patient Aging Total		-54.46				-54.46
JDCA000)	[REDACTED]					
13)	780-3147					
st Pmt:	08-29-98	\$223.00				
Patient Aging Total		600.00	255.00			\$855.00
LJA000)	[REDACTED]					
16)	353-0692					
st Pmt:	08-12-98	\$20.00				
Patient Aging Total		220.00	100.00		442.05	\$762.05

Chart#	Patient Name	--Current-- 0 - 30	--Past-- 31 - 60	--Past-- 61 - 90	--Past-- 91 ---->	Total Balance
WERE000)	[REDACTED]					
16)	363-0854					
	st Pmt:08-04-98	\$28.30				
	Patient Aging Total	1.27			84.90	\$86.17
ONOSC00)	[REDACTED]					
13)	438-8397					
	st Pmt:07-22-98	\$70.75				
	Patient Aging Total		113.57			\$113.57
ORTAC00)	[REDACTED]					
16)	254-4320					
	st Pmt:08-19-98	\$50.33				
	Patient Aging Total	300.00	400.00	58.45		\$758.45
	Practice Aging Total	4795.26	2711.68	1125.30	6483.98	\$15116.22
	Percent of Aging Total	31.72	17.94	7.44	42.89	100.00